

# ALANTRON.COM DOMAIN NAME REGISTRATION AGREEMENT

## I. AGREEMENT BASE

In this Domain Name Registration Agreement, ("Agreement"), "you" and "your" refer to the customer ("Customer") and "we," "us" and "our" refer to Alantron ("Alantron"). This Agreement explains our obligations to you and your obligations to us in connection with your use of our domain name registration and other services. This Agreement sets forth the terms and conditions relating to the registration, renewal, transfer, bulk registration and bulk transfer of domain names. To complete the registration process, you must read and agree to be bound by all terms and conditions of this Agreement.

## II. CHOOSING, AVAILABILITY AND USE OF THE DOMAIN NAME

1. Choosing. We make no representations as to if a particular domain name infringes upon any trademark or intellectual property rights or not. You are suggested to consult your legal authorities to seek legal advice.

2. Availability. We make no representations regarding to the availability of any domain name, nor does alantron have registry access superior to that of any other accredited registrar. After you have chosen a domain name that you want to register, you must check if the domain name is available or if it has been registered by another user.

3. Use. You state that to the best of your knowledge that the registration of the domain name and the manner in which it is directly or indirectly used infringes the legal rights of any related third party. You further state that to the best of your knowledge the domain name is not being registered for and will not be used for any unlawful purpose. Alantron reserves the right to suspend or cancel your domain name if Alantron determines that your domain name is being used for an unlawful purpose or when you are in violation of any applicable usage policies.

## III. ACCESS TO YOUR ACCOUNT

To access or benefit from our services, you will be required to establish an account and obtain an user name and password. With your user name and password you can access your registration information and make necessary changes online. You authorize us to process any account transactions initiated through the use of your user name and password. You are solely responsible for maintaining the confidentiality of your user name and password at all times. You have to notify us of any unauthorized use of your user name or password immediately and you are responsible for any unauthorized activities, registrations, charges and liabilities made through your user name and password. We will not be liable for the unauthorized use or misuse of your user name or password.

## IV. HOW YOUR INFORMATION IS USED

We are required to provide the information we collect from you to the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the registry operator (registry) for the domain name you register. ICANN also requires us to make available the following information we collect from you through a publicly available database: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), email address(es), telephone number and (if applicable) fax number of the technical, billing and administrative contacts for your domain name(s); (iv) the names of your name servers; (v) the initial creation date of the registration; and (vi) the expiration date of the registration. You should be aware that under ICANN policy, this information may be made available to any interested third parties who agree not to use it to allow or otherwise support the transmission of unsolicited email (spam) or other high volume automated electronic processes. We do not hold any credit card information on our servers. With these policies you hereby agree to the use, copying, distribution, publication, modification, and other processing of your personal information by us, the registry, ICANN, and our partners and agents or the partners and agents of the registry operator and ICANN and ICANN assigned third party. Such information may also be disclosed to other entities in our sole discretion or with court order in legal proceedings in which our company is bound to. You hereby waive any and all causes of action arising from such processing.

The reason that we are collecting such personal data or information from you is to permit us to fulfill our obligations under this Agreement and to comply with the current policies of the domain name registries. We agree that we will not process personal data collected from you in a way incompatible with the purposes and other limitations about which we hereby inform you. We agree to take reasonable measures to protect your personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

If you are providing us personal information about any third party, you hereby state that you are providing notice equivalent to that provided in the preceding paragraph to such third party.

## V. YOUR INFORMATION

In order to expedite the domain name registration and other related services, you must provide us certain information about you and your domain name registration. You agree to provide such information and to promptly correct and always keep updated these informations during the term of this Agreement:

- a. Which domain name you registered.
- b. The names of the primary and secondary name servers for your domain name.
- c. The full name, postal address, telephone number, fax number (if applicable), and email address for the (i) domain name owner, (ii) billing contact for the domain name, (iii) administrative contact for the domain name, and (iv) technical contact for the domain name.

In case any of these information is updated or changed you have to update your account on our systems with the new information within 7 days. Your with purpose or without purpose submission of inaccurate or invalid information, your with purpose or without purpose failure to promptly update the information you provided to us, or your failure to respond in fifteen (15) calendar days to inquiries by us regarding to the accuracy of contact details associated with the domain name you register shall constitute a material breach of this

Agreement and will be a basis for cancellation of this Agreement.

If you pass the license of using the domain name you are registering, you are still the domain name owner of record and you are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information necessary to facilitate timely resolution of any problems that may arise in connection with the domain name you register. If you are passing the license of the domain name you are register, you accept the liability for harm caused by wrongful use of the domain name.

## VI. THE FEES AND THE PAYMENT

1. Refund policy. At the discretion of Alantron the fees may be refundable as a whole or in part. Payment for registration must be paid with a credit card or wire transfer at the time of registration. We currently accept MasterCard and Visa for credit card payment. The fees are determined by the length of your registration term and you may view the details of information on our website at <https://www.alantron.com/english/domain-registration/pricing.do>. You are required to pay any applicable fees for each domain name you order as each domain name is considered a separate order.

2. Automatic Renewal. When and if available, the service is for automatically renewing you domain name without manul payment for each renewal term. We will provide you a notice prior to the renewal of your services at least ten (10) days prior to the renewal date. Renewal of our services will be subject to the current terms and payment of all applicable fees. If you agree for an automatic renewal then we will be authorized, but not required to automatically charge your credit card and renew your services on or before their renewal date using the credit card information you have provided. If you do not wish to participate in our automatic renewal process, you may "opt out" of our automatic renewal process anytime with the instructions on our web site. You are responsible for keeping your credit card information current and are responsible for all aspects of the credit card information you provide to us. If the credit card information of record is no longer valid then you will be responsible for payment of the required fees. If you fail to pay these required fees, your registration will be automatically expired. You are responsible for ensuring that the services you benefit are renewed. Alantron shall have no liability to you or any third party because of including, but not limited to, any failure or errors in renewing the services.

3. Opting Out Automatic Renewal. You may elect to "opt out" from the automatic renewal anytime. In case you elect to opt out from the automatic renewal, you will be responsible for the payment of any required fees. If you fail to pay the required fees, your registration will be automatically expired and the renewal of our services will be subject to the current terms and payment of all applicable fees.

4. Charge Back. In the case of a charge back, a credit card fraud or any other nonpayment of any required fees, including but not limited to the registration, renewal, transfer and tax fees, you will lose all rights in the your domain name and you agree Alantron will be considered the entity that paid the applicable fee. You also agree to the transfer of the domain name and all associated rights to Alantron, including without limitation the right to sell the name to any interested third party. We may, at our sole discretion, re-install your registration upon receipt of all applicable service fees in addition to a re-installment fee of 30 TL.

5. Payment Conditions. The initial domain name registration and the domain name that passed its expitation date, must be in a paid status to transfer, delete, modify or update domain name

record or to provide any type of domain name services. The domain names which are in an unpaid status may be deleted without notice to you. Deleted domain name can be restored within a certain period of time (maximum 30 days) with an additional restoration fee of (maximum) ten times the registration fee.

## VII. THE TERM OF THIS AGREEMENT

This Agreement shall remain in full effect during the length of the term you have selected, registered and paid for your domain name. If you renew your domain name registration, the terms of this Agreement shall be extended. If you cancel or transfer your domain name to another registrar, the terms and conditions of this contract between you and us will cease.

## VIII. CONTACTS

You agree that the administrative, billing and technical contact provided by you during registration is your contact with full authority to act on your behalf with respect to any services we provide including but not limited to, the authority to terminate, transfer, modify, renew or purchase any additional services. When your contacts act on your behalf, you are still bound to all terms and conditions of this Agreement. Your designation of your contacts states your acceptance of all actions conducted by your contacts.

## IX. OUR RIGHTS TO REFUSE

We reserve the right to refuse to register, transfer, modify parameters of or renew your domain name. If we prefer to exercise this right, we will refund your applicable fees and you agree that we are not liable to you for any loss or damages resulting from our refusal to manage your domain name.

## X. NOTICES AND ANNOUNCEMENTS

You may opt –out not to receive any emails from us. You can do so by contacting our Customer Support department at support@alantron.com. All written notices to us from you not to receive particular mails shall be delivered to Alantron at Alantron, PK 11 Kocaeli Turkey. However from time to time, we may still notify you of any information that we think of potential interest to you. Notices and announcements may include e-mails and other notices describing changes, upgrades, new products or services and other relevant matters. We may also still contact you for critical matters regarding to your account or domain name. All notices and announcements to you shall be delivered to your e-mail address as provided in your account information. Also our agents, service providers and partners may contact you too. We are not liable to you or any other party for such actions. However you can inform us by the email address shown above about your preference not to receive such notices from these parties. Alantron will take all necessary actions to prevent this but can not be liable to any party in failure of achieving this fully.

## XI. DOMAIN NAME DISPUTES

1. Dispute Policy. Through your system, your registration or transfer of a domain name to us, you agree to be bound by our current Domain Name Dispute Policy ("Dispute Policy"), which is incorporated as a part of this Agreement by reference. Any disputes regarding to your right to use your domain name is subject to the Dispute Policy. If any dispute arise with a third party

regarding your right to use your domain name, you agree to indemnify, defend and hold us harmless. The most current version of this policy can be found at the ICANN Web site at <http://www.icann.org/udrp/udrp.htm>. Complaints over this policy may be submitted to any approved dispute resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm>.

2. **Dispute Policy Changes.** You agree that the Dispute Policy may be modified by us from time to time. Your continued account and use of your domain name shall constitute your acceptance of any such modifications. If you do not agree with the modifications, you may contact us via [support@alantron.com](mailto:support@alantron.com) address to express your concerns. If we still can not agree you may choose to cancel or transfer your domain name to a different domain name registrar. If you choose to cancel or transfer your domain name, you agree that such cancellation or transfer will be your exclusive remedy and no fees will be refunded.

3. **Jurisdiction.** You agree that for the disputes concerning or arising from the use of the domain name, you submit to the jurisdiction of the courts in Kocaeli Turkey, the location of Alantron.

## XII. TRANSFERS

1. **Inter-transfer Policy.** Through your system by registration or transfer of a domain name to us, you agree to be bound by our current Inter-Registrar Transfer Policy ("Transfer Policy"), which is incorporated as a part of this Agreement. The most current version of this Policy may be found at the ICANN web site, <http://icann.org/transfers>.

2. **Transfer Dispute Policy.** Through your system by registration or transfer of a domain name to us, you agree to be bound by our current Transfer Dispute Resolution Policy ("Transfer Dispute Resolution Policy"), which is incorporated as a part of this Agreement by reference. The most current version of this Policy may be found at the ICANN web site, <http://icann.org/transfers>. Any dispute regarding your right to transfer your domain name is subject to Transfer Dispute Resolution Policy. Should any dispute arise with a third party regarding your right to transfer your domain name, you agree to indemnify, defend and hold us harmless. If you ask us to justify the Transfer Dispute Resolution Policy on your behalf, you agree to be responsible for all costs including but not limited to counsel fees, filing fees, and penalties.

3. **Allowed Transfers.** You may transfer your domain name to another domain name registrar at any time after sixty (60) days from the effective date of your initial registration of your domain name with us. You acknowledge that we may deny your transfer in certain instances as listed in the Transfer Policy. To start a transfer to us please visit our Transfer page. You may transfer your domain name to a third party of your choice, provided that the third party agrees to the terms of this Agreement.

4. **Transfer Lock Status.** In order to prevent un-authorized transfers, all domain names that are registered with Alantron will be placed into Transfer Lock status, which will prevent the transfer of a domain from Alantron in the absence of an confirmative action by you. In the event that you would want to transfer a domain name to a registrar other than Alantron, the lock status of the domain name should be lifted first. You or any of your contacts who may access to your account would be able to remove the lock status of your domain name.

5. Transfer Policy Updates. You agree the Transfer Policy and Transfer Dispute Policy may be modified by us from time to time. Your continued account and use of your domain name shall constitute your acceptance of such modifications. If you do not agree with the modifications, you may contact us via support@alantron.com address to express your concerns. If we still can not agree you may choose to cancel or transfer your domain name to a different domain name registrar. If you choose to cancel or transfer your domain name, you agree that such cancellation or transfer will be your exclusive remedy and no fees will be refunded.

6. Jurisdiction. You agree that for the disputes concerning or arising from the use of the domain name, you submit to the jurisdiction of the courts in Kocaeli Turkey, the location of Alantron.

### XIII. OUR OTHER SERVICES

Along with registration of a domain name, we may provide certain additional services. These additional services currently provided are set forth below ("additional services") and may be changed or discontinued at any time, and while no additional fee is currently associated with these services, we reserve the right to charge for their provisions in the future. In addition to the other terms of this Agreement, the following terms apply to the additional services.

#### 1. Additional Services Description

(a) Domain Name Locking. This service permits you to lock a domain name. This means that information regarding the domain name will not be able to be changed without unlocking the domain name. To unlock a domain name, you must make the request and then follow the instructions in the email that we will send you. There will be a minimum of a fifteen (15) business day waiting period from the time you follow these instructions until your domain name will be unlocked.

(b) Web Forwarding. This service permits a web request to domain name to be forwarded to another particular domain, i.e., www.example.com could be forwarded to www.example2.com.

(c) EMail Forwarding. This service permits email sent to a domain name to be forwarded to another email address, i.e., you@example.com could be forwarded to you@example2.com.

(d) Custom DNS Services. This service permits the mapping of 'Host Names' to IP addresses (A records); the setting of Canonical Names (CNAME records), the setting of 'Mail Exchanger' (MX) records and the setting of IPv6 records (AAAA records).

#### 2. The Privacy

We will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with a legal process; (b) protect our rights and properties; or (c) act under certain circumstances to protect the personal safety of our customers or the public. You understand and agree that we neither endorse the contents of any of your communications nor assume responsibility for such content, including but not limited to any harassing or offensive material contained, any infringement of third party intellectual property

rights arising from them or any crime facilitated by it. You understand and agree that certain technical processing of the material forwarded may be required to: (a) send and receive messages; (b) conform to connecting networks technical requirements; (c) conform to the limitations of the web forwarding service.

### 3. General Conditions

We reserve the right, at our sole discretion, to restrict access to any or all of the additional services in order to maintain the quality of our services and to protect our computer systems. Furthermore any or all of the additional services may be discontinued by us at any time without any prior notice. Each of the additional services may be subject to unscheduled outages which will impact your ability to use these services. We will conduct reasonable efforts to restore the service after any unscheduled outage.

In order to benefit from any or all of the additional services, your domain name must be registered by us and we must host your domain name records. If your domain name records are not kept by us or if your domain name expires, you will no longer be able to use any of the additional services. Your right to use the additional services is your personal preference and is only personally dedicated to you. You agree not to resell any or all of the additional services without our prior written consent.

You are responsible for the content of the material provided to each of the additional services. You agree to comply with all applicable local, national and international laws and regulations regarding to the communications and use of these services. You agree: (a) to comply with Turkish law regarding the transmission of technical data exported from Turkey through the Web forwarding service; (b) not to use any of the additional services for illegal purposes; and (c) not to interfere with or disrupt other networks through the use of any of the additional services.

You agree not to transmit through any of our additional services any unlawful, harassing, abusive, threatening, harmful or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages a conduct that could lead to a criminal offense or otherwise violates any applicable local, national or international laws or regulations. Attempts to gain unauthorized access to other computer systems are prohibited. You agree not to interfere with another customers use of the additional services.

You agree that we, in respond to a third party complaint or for any other reason, reserve the right in our sole discretion to suspend or terminate your use of any or all of the additional services without notice. And we will have no obligation to refund fees paid if we determine that you are using any or all of the additional services to forward users to a Web site, IP address, or email address that is unsuitable or being used for an unlawful or harmful purpose, which is determined in our sole discretion.

We may, at our sole discretion, immediately terminate your access to any or all of the additional services if your conduct fails to conform with this Agreement and our rules and policies with no obligation to refund fees paid. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and our rules and policies.



You agree that we shall under no circumstances be held liable on any action we take, in good faith, to restrict transmission of material that we or any Internet user considers to be harassing, or otherwise objectionable.

#### 4. Specific Information Provided By You

(a) Custom DNS Services. You state and warrant that you have authorization from the owner of the device(s) identified by the specified IP address, net block, or host name you provide.

(b) Web Forwarding. You state and warrant that you have the necessary rights to use the Web forwarding service to forward, point your domain name to the other domain name given by you.

(c) EMail Forwarding. You state and warrant that you have the necessary rights to use the EMail forwarding service to forward, point your domain name's email to the other e-mail address given by you.

#### XIV. LIMITATION OF LIABILITY

YOU AGREE THAT OUR AND OUR PARTNERS TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED BY US AND OUR PARTNERS UNDER THIS AGREEMENT AND FOR ANY BREACH OF THIS AGREEMENT, IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICES DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WE AND OUR PARTNERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. IN CASE THAT A STATE DOES NOT PERMIT THE LIMITATION OF LIABILITY AS SET FORTH HERE, OUR AND OUR PARTNERS LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. THIS INCLUDES, BUT IS NOT LIMITED TO THE DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF PRIVACY, OR DAMAGES TO A THIRD PARTY.

#### XV. COMPENSATION FOR A LOSS

You agree to defend, compensate and hold harmless us, and any applicable domain name registry and the contractors, agents, employees, officers, directors, shareholders, affiliates and assignees of each of them from all liabilities, damages, claims, expenses including attorneys' fees and court costs, of any third party arising out of this Agreement or related to your domain name or the use it and our services. When we are threatened with suit or sued by any third party, you agree to defend, compensate and hold us harmless. This compensation is additional to that required under the Dispute Policy. When we are threatened with a suit or sued by a third party, we may seek written assurances from you concerning your promise to compensate us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense of a third party claim related to your use of our services, with counsel of our choice at our own expense. We may cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any settlement. The terms of this paragraph will survive even after the termination or cancellation of this Agreement.

## XVI. WARRANY DISCLAIMER

WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER DIRECT OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE DO NOT MAKE ANY WARRANTY ON THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL PROTECT YOU FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION OR USE, OR PROTECT FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED BY YOU.

## XVII. YOUR REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties you make with this Agreement, you represent and warrant (a) you have all power and authority to execute this Agreement and to perform your obligations, (b) you are of legal age to enter into this Agreement, and (c) you agree to comply with all applicable laws and regulations.

## XVIII. TERMINATION

1. You can terminate this Agreement upon at least thirty (30) days written notice to us.
- 2.. We can terminate this Agreement at any time in the event you breach any obligation mentioned in this Agreement or fail to respond within fifteen (15) calendar days to an inquiry from us concerning the accuracy or completeness of the information you provided, or if we determine in our sole discretion that you have violated any policy we have between. Any policy we post on our web site is incorporated herein and made part of this Agreement.

## XIX. INTEGRATION

This Agreement and the rules and policies referenced in this Agreement are an integrated and exclusive agreement between you and us regarding our services and supercede all prior oral or written representations, communications, understandings and agreements between the parties.

## XX. RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement shall be taken as creating the relationship of agency, partnership or joint venture between the parties nor shall either party have the right, power or authority to create any obligations or duty on behalf of the other party. The customer can reach to Alantron representatives with one of the communication methods listed at <https://www.alantron.com/english/contact.do>.

## XXI. THE MODIFICATION OF THE AGREEMENT

Modifications on this Agreement can be made by us at any time and will be posted to our website at least thirty (30) days prior such modifications go into effect. Your continuing

account and use of your domain name shall constitute your acceptance of any such modifications. If you do not agree with the modifications, you may contact us via support@alantron.com address to express your concerns. If we still can not agree you may choose to cancel or transfer your domain name to a different domain name registrar. If you choose to cancel or transfer your domain name, you agree that such cancellation or transfer will be your exclusive remedy and no fees will be refunded.

## XXII. SEPARABILITY

The terms of this Agreement are separable. If any term or provision is declared invalid, in whole or in part, that term or provision will not affect the remainder of the Agreement, which shall continue to be valid and binding. We may amend or replace such a term with one that is valid and enforceable and which achieves, to the extent possible, the intent of the original provision.

## XXIII. JURISDICTION LOCATION

The validity and effect of this Agreement and any disputes shall be governed by the laws of Turkey. Both parties give consent for all disputes regarding any duties, obligations or rights under or arising out of this Agreement to the courts of Turkey.

## XXIV. FORCE-MAJEURE

Neither party shall hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (a) shall have given the other party written notice promptly and, in any event, within five (5) days of discovery of these and (b) shall take all steps necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in aggregate, we may immediately terminate this Agreement.

## XXV. THE WAIVER

No waiver of any term of this Agreement shall be effective unless it is in writing and signed by our authorized representative. The waiver by either party on any term of this Agreement by the other party shall not operate as a waiver binding the other party.

## XXVI. ASSIGNMENT OF RIGHTS

Except specifically explained, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement causes this Agreement to be void.

If you have any questions, doubts or inquiries about the provisions of this Agreement please contact our legal department at [legal@alantron.com](mailto:legal@alantron.com)